

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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EDWIN ZAYAS, Individually and on  
On behalf of All Others Similarly Situated,

Case No.19-CV-10348 (VEC)

Plaintiff,

**ANSWER TO  
AMENDED COMPLAINT**

-v.-

GRAMERCY FIRST AVENUE LLC and  
LUCKY CHICKEN, CORP.

Defendants.  
-----X

Defendant, LUCKY CHICKEN CORP. (the "Defendant"), by its attorney, Arthur H. Forman, as and for their answer to the Amended Complaint states:

FIRST: Denies each and every allegation contained in the paragraphs of the Amended Complaint marked and designated 1, 2, 3, 4, 5, 7, 12, 13, 14, 30, 31, 32, 33, 35, 36, 37, 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 79, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, and 97.

SECOND: Denies knowledge or information sufficient to form a belief thereof as to each and every allegation contained in the paragraphs of the Complaint marked and designated 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 34, 38, 43, 66, 78 and 80.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

THIRD: Plaintiff does not have standing to bring this Complaint:

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

FOURTH: This honorable Court lacks subject matter jurisdiction over this proceeding.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

FIFTH: The Complaint fails to sufficiently allege time or place as required by Fed. R. Civ. Proc. 9(f).

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

SIXTH: Plaintiff has failed in whole or in part to state a claim upon which relief can be granted.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

SEVENTH: To the extent any architectural barriers may exist, they are merely technical violations within acceptable conventional building industry tolerances for field conditions and the premises taken as a whole is compliant with the ADA and its implementing regulations.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

EIGHTH: Plaintiff has demanded modifications that are not readily achievable, structurally impracticable or not required.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

NINTH: Defendant has retained Arthur H. Forman as its attorney and has agreed to pay his reasonable fees for services. Pursuant to 28 USC 1927 & 42 USC 12205, Defendant is entitled to recover its attorney's fees and costs.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

TENTH: To the extent the Complaint seeks relief for any area that is the responsibility of another not named as a defendant, plaintiff has failed in join an indispensable party.

**WHEREFORE**, Answering Defendant requests judgment dismissing the Complaint and denying all relief requested therein, together with the costs of defending this action, including reasonable attorney fees.

Dated: January 22, 2020  
Forest Hills, New York

/S/  
ARTHUR H. FORMAN  
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*Attorney for Defendant  
Lucky Chicken Corp.*